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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

21 ORACLE AMERICA, INC., a Delaware
22 corporation;

No. 4:12-cv-00790-SBA

STIPULATED JUDGMENT

23

Plaintiff.

V.

24 SERVICE KEY, LLC, a Georgia limited liability
25 company; ANGELA VINES; DLT FEDERAL
26 BUSINESS SYSTEMS CORPORATION, a
Delaware corporation; and DOES 1–50,

27 Defendants.

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Case No. 4:12-cv-00790-SBA

STIPULATED JUDGMENT

1 Plaintiff Oracle America, Inc. (“Oracle” or “Plaintiff”) and Defendants Service
2 Key LLC (“Service Key”) and Angela Vines (“Vines”) (together, “the Service Key
3 Defendants”), through their undersigned counsel, hereby stipulate and move this Court for entry
4 of judgment. This judgment does not resolve, affect, or modify Oracle’s claims against
5 Defendant DLT-FBS. However, pursuant to Federal Rule of Civil Procedure 54(b), there is no
6 just reason to delay the entry of judgment on Oracle’s claims against the Service Key Defendants
7 as follows:

8 Accordingly, IT IS HEREBY ADJUDGED AND ORDERED that:

9 1. Oracle and the Service Key Defendants have entered into a Settlement
10 Agreement to resolve Oracle’s claims against the Service Key Defendants, and those parties have
11 agreed on the terms of this Stipulated Judgment . This settlement does not resolve, affect, or
12 modify Oracle’s claims against Defendant DLT-FBS.

13 2. On Oracle’s claims of unfair competition (Cal. Bus. & Prof. Code §
14 17200) and for an accounting, Oracle shall recover from the Service Key Defendants the
15 following monetary and equitable injunctive relief:

16 a. The Service Key Defendants, as well as their officers, employees, and all
17 those acting under their control and/or for their benefit, are hereby
18 permanently enjoined as follows:

19 i. They shall search all computers and computer storage locations in
20 their possession, or to which they have access, for Software and
21 Support Materials, and destroy and thereafter cease to use, any and
22 all such materials.

23 ii. They shall allow Oracle, at its sole discretion, to perform an annual
24 audit of their work relating to Oracle/Sun hardware for the next
25 five (5) years. They shall maintain complete and detailed records
26 regarding their performance of any and all support services on
27 Oracle/Sun hardware in their customer support record system, shall
28 retain all emails sent to or from their IT Help Desk personnel, and

shall disclose such records and emails in any audit conducted by Oracle to enable Oracle to determine whether the Service Key Defendants have complied with the terms of this Stipulated Judgment.

3. On Oracle's claims for copyright infringement (17 U.S.C. § 106),
the Computer Fraud and Abuse Act (18 U.S.C. § 1030(a)(6)(A)), violation of the
15 U.S.C. § 1125(a)(1)(B)), breach of contract, inducing breach of contract,
ducement, and intentional interference with prospective economic relations, Oracle
from the Service Key Defendants the following monetary and equitable injunctive

a. The Service Key Defendants, as well as their officers, employees, and all those acting under their control and/or for their benefit, are hereby permanently enjoined as follows:

- i. They shall not access or log into any password-protected portion of any Oracle website or any Oracle FTP site, whether on their own behalf or as an agent or a contractor for any third party.

- ii. They shall not use any user credentials, IDs or passwords for any password-protected portion of any Oracle website, or give, receive, sell, or otherwise provide any such access credentials or IDs to any other party.

- iii. They shall not give, receive, sell or otherwise provide to anyone any Oracle/Sun software and/or support materials, including any updates, bug fixes, patches, media kits or other proprietary software support materials, and including any patches, bug fixes or updates to the Solaris Operating System (collectively “Software and Support Materials”).

iv. They shall not make any representations to any third party that says or implies that (i) they have access to or can access or obtain

1 Oracle's Software and Support Materials, (ii) they can or do
2 provide Oracle-branded support, including but not limited to any
3 representation that they provide "Oracle Premier Support for
4 Systems" or (iii) they are authorized by Oracle, either directly or
5 indirectly, to resell and/or deliver Software and Support Materials
6 in any manner whatsoever.

7 v. They shall give a copy of this Stipulated Judgment and written
8 instructions to their officers, employees and agents that they must
9 comply with the restrictions regarding the Software and Support
10 Materials set forth in this Stipulated Judgment, on pain of
11 disciplinary action, up to and including termination, and they shall
12 take appropriate disciplinary action against known violators.

13 vi. They shall give a copy of the written statement attached as Exhibit
14 A to all current customers that have engaged the Service Key
15 Defendants to provide support services on any Oracle/Sun
16 hardware, and shall also provide the statement along with any
17 request, solicitation, advertisement or proposal for any professional
18 services, or any other comparable document that the Service Key
19 Defendants provide at the outset of an actual or prospective
20 engagement, to any current or prospective clients or customers that
21 have engaged or are considering engaging the Service Key
22 Defendants to provide future support services on any Oracle/Sun
23 hardware.

24 4. On Oracle's claim for unjust enrichment against the Service Key

25 Defendants, Oracle shall recover nothing.

26 5. Neither Oracle nor the Service Key Defendants shall recover costs or

27 attorneys' fees from each other. As between Oracle, on the one hand, and the Service Key

28 Defendants, on the other, each shall bear its own costs and attorneys' fees, except as specified in

1 paragraph 7 below.

2 6. Oracle and the Service Key Defendants waive any rights to appeal this
3 Stipulated Judgment.

4 7. The Court retains jurisdiction over any action to enforce this Stipulated
5 Judgment. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees
6 and costs. Given Magistrate Judge Nathaniel Cousins' familiarity with the process that
7 concluded with this Stipulated Judgment, Oracle and the Service Key Defendants request that in
8 in any future action to enforce or resolve any disputes relating to this Stipulated Judgment, the
9 Court refer the matter to Magistrate Judge Cousins for all purposes provided he is available.

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11 DATED: May 23, 2013

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13 Bingham McCutchen LLP

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By: _____ /s/ Geoffrey M. Howard
Geoffrey M. Howard
Attorneys for Plaintiff
Oracle America, Inc.

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DATED: May 23, 2013

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GCA Law Partners LLP

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By: _____ /s/ Valerie M. Wagner
Valerie M. Wagner
Attorneys for Defendants Service Key, LLC,
and Angela Vines

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1 DATED: July 3, 2013

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3 Hon. Saundra B. Armstrong
4 United States District Judge

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Exhibit A

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2 "SERVICEKEY DOES NOT SELL OEM SERVICE AGREEMENTS. PRICING PROVIDED
3 IS FOR AN ALTERNATIVE HARDWARE MAINTENANCE PROGRAM PROVIDED BY
4 AN INDEPENDENT SERVICE MAINTENANCE ORGANIZATION. SERVICEKEY
5 PROVIDES NO SOFTWARE, BUG FIXES, PATCHES, UPDATES, UPGRADES,
6 LICENSING FOR ANY SUCH SOFTWARE OR OTHER PRODUCT, OR ANY OEM
7 SUPPORT MATERIALS. SERVICE KEY IS NOT AUTHORIZED TO PRODUCE ANY
8 SUCH SOFTWARE, LICENSING, OR SUPPORT MATERIALS. ANY SOFTWARE,
9 LICENSING OR SUPPORT MATERIALS DEVELOPED AND DISTRIBUTED BY THE
10 OEM AND AUTHORIZED FOR USE ON THE OEM'S PRODUCTS MUST BE OBTAINED
11 FROM THE OEM ITSELF."

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